

## INTERGOVERNMENTAL AGREEMENT

BETWEEN  
THE STATE OF ARIZONA  
AND  
MOHAVE COUNTY

THIS AGREEMENT is entered into 24th December, 2002, pursuant to Arizona Revised Statutes, Sections 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State") and the County of MOHAVE, acting by and through its BOARD OF SUPERVISORS (the "County").

### I. RECITALS

1. The State is empowered by Arizona Revised Statutes Section 28-401 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has delegated to the undersigned the authority to execute this agreement on behalf of the State.

2. The County is empowered by Arizona Revised Statutes Section 11-251 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has delegated to the undersigned the authority to execute this agreement on behalf of the County.

3. Incident to the State's roadway construction of the SR 95, the State and the County desires to participate in the design, construction, construction engineering, administration and maintenance of a new warranted traffic signal on SR 95 at Lake Drive (MP 186.70 of SR 95), at an estimated total cost of \$150,000.00, and hereinafter will be referred to as the Project, for the safety and benefit of the motoring public. The parties hereto agree that the State shall be the lead agency for the Project.

THEREFORE, in consideration of the mutual covenants expressed herein, it is agreed as follows:

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NO. 25709  
Filed with the Secretary of State  
Date Filed: 12/24/02  
Petrey Bayless  
Secretary of State  
By: Dan V. Graenewald

**II. SCOPE OF WORK**

## 1. The County will:

- a. Upon execution of this agreement and receipt of an invoice, remit to the State \$50,000.00 for 1/3 of the estimated cost of the Project.
- b. Review the design documents and provide comments.
- c. Be responsible for any cost increases and any contractor claims for extra compensation due to delays or whatever reason attributable by the County.
- d. Upon completion and acceptance of the Project by the State, provide electrical energy to operate the signal at Lake Drive, all at County expense.
- e. Grant the State perpetual rights-of-entry to maintain the signal and ancillary equipment.

## 2. The State will:

- a. Upon execution of this agreement, invoice the County for \$50,000.00, for the 1/3 estimated cost of the Project.
- b. Prepare to State standards, design plans, specifications and such other documents and services required for construction bidding and construction. Incorporate or resolve County review comments.
- c. Call for bids, award one or more construction contracts to accomplish the Project, administer same and make all payments to the contractor. Confer with, and obtain written consent from the County on any Project related contract modifications. Be responsible for 2/3 of the cost of the total cost of the Project and any contractor claims for extra compensation attributable to the State.
- d. Upon completion of the construction of the Project, invoice or reimburse the County any difference between the amount paid by the County and its proportionate share of the 1/3 cost design, construction, construction engineering and administration costs for the Project.
- e. Upon completion and acceptance of the Project by the State, provide maintenance to the signal and ancillary equipment, all at State expense.

**III. MISCELLANEOUS PROVISIONS**

1. This agreement shall remain in force and effect until completion of said project and reimbursements; provided, however, that this agreement, except any provisions for maintenance and electrical energy, which shall be perpetual, may be cancelled at any time prior to the award of a Project construction contract, upon thirty (30) days written notice to the other party.
2. This agreement shall become effective upon filing with the Secretary of State.
3. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.
4. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

5. In the event of any controversy, which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518.

6. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation  
Joint Project Administration  
205 South 17 Avenue, Mail Drop 616E  
Phoenix, AZ 85007  
FAX (602-712-7424)

Mohave County  
Public Works Director  
3675 Highway 66  
Kingman, AZ 86401  
FAX (928) 757-0912

7. Attached hereto and incorporated herein is the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

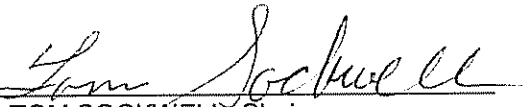
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IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

**MOHAVE COUNTY**

**STATE OF ARIZONA**

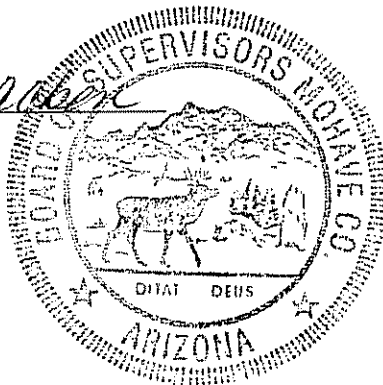
Department of Transportation

By   
TOM SOCKWELL, Chairman  
Board of Supervisors 12-2-02

By   
MICHAEL P. MANTHEY, P.E.  
State Traffic Engineer

ATTEST:

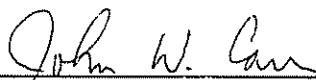
By   
BARBARA BRACKEN  
Clerk of the Board



RESOLUTION

BE IT RESOLVED on this 10th day of October, 2002, that I, the undersigned VICTOR M MENDEZ, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Intermodal Transportation Division, to enter into an agreement with Mohave County, for the purpose of defining responsibilities for the design, construction, operation and maintenance of a new warranted traffic signal at the intersection of SR-95 @ Lake Drive for the benefit and safety of the traveling public.

Therefore, authorization is hereby granted to draft said agreement, which, upon completion, shall be submitted to the State Traffic Engineer for approval and execution



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JOHN W CARR, P.E., Staff Engineer  
Intermodal Transportation Division

for VICTOR M MENDEZ, Director

When recorded, return to:  
Mohave County Board of Supervisors  
Post Office Box 7000  
809 E. Beale Street  
Kingman, Arizona 86402

**RESOLUTION NO. 2002- 421**

**A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT  
BETWEEN THE ARIZONA DEPARTMENT OF TRANSPORTATION AND MOHAVE  
COUNTY FOR THE PURPOSE OF DEFINING RESPONSIBILITY FOR THE  
CONSTRUCTION OF A WARRANTED TRAFFIC SIGNAL AT THE INTERSECTION  
OF SR 95 AND LAKE DRIVE.**

**WHEREAS**, the Board of Supervisors of Mohave County, Arizona met in Regular Session this 2<sup>nd</sup> day of December, 2002; and

**WHEREAS**, Mohave County is a body politic and corporate of the State of Arizona, (hereinafter "**Mohave County**" or the "**County**") as prescribed within the Arizona constitution, Article XII, Section 1 and Arizona Revised Statutes ("**A.R.S.**") Title ("**Ttl.**") 11, Chapter ("**Ch.**") 1, Article ("**Art.**") 1, Section ("**Sec.**") 11-110; and

**WHEREAS**, in A.R.S. Ttl. 11, Ch. 2, Art. 4, Sec. 11-251(30), the State of Arizona has authorized the Mohave County Board of Supervisors ("**the BOS**") to do that which is necessary to carry out its functions;

**WHEREAS**, in A.R.S. Ttl. 11, Ch. 7, Art. 3, Sec. 11-951, *et seq* authorizes the joint exercise of powers between and amongst the County, the State of Arizona ("**the State**"), where it will further the public interest; and

**WHEREAS**, the BOS desires to enter into the attached Intergovernmental Agreement ("**the IGA**") with the State for the purpose of design, construction, construction engineering, administration and maintenance of a new warranted traffic signal on SR-95 at Lake Drive, in the geometric boundaries of Mohave County, Arizona as described in the IGA; and

**WHEREAS**, the subject IGA has been approved by the Mohave County Attorney directly, or through his designated Deputy County Attorney as prescribed by A.R.S. Ttl. 11, Ch. 7, Art. 3, Sec. 11-952; and

**WHEREAS**, the County is empowered by reasons including without limitation A.R.S. Ttl. 11, Ch. 7, Art. 3, Sec. 11-952 and Ttl. 11, Ch. 2, Art. 4, Sec. 11-251 to enter into the IGA,

**NOW BE IT THEREFORE RESOLVED**, the BOS hereby approves the attached IGA with the State pertaining to the design, construction, construction engineering, administration and maintenance of new warranted traffic signals on SR-95 at Lake Drive.

**BE IT FURTHER RESOLVED**, the County and its BOS authorizes the Board Chairman, as its representative, to execute the IGA and related documentation on behalf of the County; and

**BE IT FURTHER RESOLVED**, the terms of this Resolution including the approval of the IGA as to the County, shall be effective immediately, and the IGA shall be effective as of the date specified in the IGA, upon it being fully executed and filed in the official records of the Arizona Secretary of State.

**APPROVED, PASSED, AND ADOPTED** this 2 day of December, 2002.

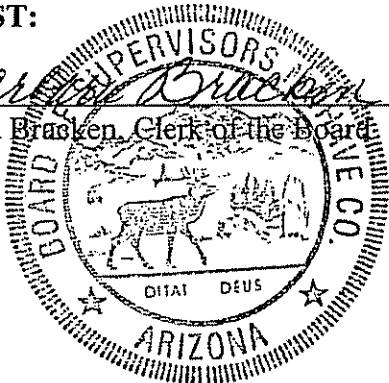
**MOHAVE COUNTY**, a body politic and corporate of the State of Arizona



Tom Sockwell, Chairman of the Board of Supervisors

**ATTEST:**


  
Barbara Bracken, Clerk of the Board



APPROVAL OF THE MOHAVE COUNTY ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, INTERMODAL TRANSPORTATION DIVISION, and MOHAVE COUNTY and declare this agreement to be in proper form and within the powers and authority granted to the County under the laws of the State of Arizona.

DATED this 18th day of Nov 2002.

  
County Attorney



STATE OF ARIZONA

OFFICE OF THE ATTORNEY GENERAL  
TRANSPORTATION SECTION

1275 WEST WASHINGTON STREET, PHOENIX, AZ. 85007-2926

JANET NAPOLITANO  
ATTORNEY GENERAL

TRN Main: (602) 542-1680  
Direct: (602) 542-8855  
Fax: (602) 542-3646

MAIN PHONE : (602) 542-1680  
FACSIMILE : (602) 542-3646

## **INTERGOVERNMENTAL AGREEMENT** **DETERMINATION**

A.G. Contract No. KR02-1930TRN (JPA 02-22), an Agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the Undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining Parties, other than the State or its agencies, to enter into said Agreement.

DATED December 18, 2002.

JANET NAPOLITANO  
Attorney General

SUSAN E. DAVIS  
Assistant Attorney General  
Transportation Section

/srs

Att.